

## EXHIBIT 1

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*Attorney for the Plaintiff, proposed FLSA Collective and potential Rule 23 Class*

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

-----x  
YE MING HUANG

*on their own behalf and on behalf of others similarly situated*

Plaintiffs,

v.

SAKURA MANDARIN INC

f/d/b/a Sakura Mandarin  
d/b/a Bai Wei

CHILI BAMBOO LLC

d/b/a Spice 28

DESSERT POP INC

d/b/a A La Mousse

WEN HE WANG

a/k/a Wenhe Wang

JACK CHEN

ANNA CHEN

**Case No. 21-cv-03757**

**29 U.S.C. § 216(b)**

**COLLECTIVE ACTION &**

**FED. R. CIV. P. 23 CLASS**

**ACTION**

**AFFIDAVIT OF YE MING  
HUANG IN SUPPORT OF  
PLAINTIFF'S MOTION  
FOR CONDITIONAL  
COLLECTIVE  
CERTIFICATION**

Defendants.

I, YE MING HUANG being duly sworn and under penalty of perjury, deposes and states as follows:

1. I am a resident of New Jersey, and I am over 18 years of age.
2. I have personal knowledge of the matters stated below
3. From on or about June 18, 2018 to May 23, 2021, I was employed by

Defendants to work as a chef at Defendants restaurant SAKURA MANDARIN INC f/d/b/a  
Sakura Mandarin d/b/a Bai Wei located at 1038 Race Street, Philadelphia PA 19107.

4. During my employment between March 15, 2020 to September 01, 2020, I  
did not work due to the COVID 19 Pandemic.

5. From on or about June 18, 2018 to May 23, 2021, excluding the time I did not work, my working schedule ran as follows:

- a. 11:00 to 22:30 for Eleven and a Half (11.5) hours per day from Tuesday to Thursday for three (3) days per week for a total of Thirty-Four and a Half (34.5) Hours.
- b. 11:00 to 23:00 for Twelve (12) Hours per day on Friday and Saturday for a total of Twenty-Four (24) Hours, and
- c. 11:00 to 23:00 for Twelve (12) Hours per day on Sunday

6. Totally, I worked Seventy-and a Half (70.5) Hours per week.

7. At all relevant times, I did not have a fixed time for lunch or for dinner.

8. At all relevant times, I had no break and only had 10 minutes to eat where even then I was on call, meaning that if an order came in I would have to stop be break and attend to making the order for the customer.

9. From on or about June 18, 2018 to July 15, 2018, I was paid a flat compensation rate at a rate of Four Thousand Dollars (\$4,000.00) for that month.

10. From on or about August 28, 2018 to September 01, 2019, I was paid a flat compensation rate at a rate of Four Thousand Two Hundred Dollars (\$4,200.00) per month.

11. From on or about September 02, 2019 to March 15, 2020, I was paid a flat compensation rate at a rate of Four Thousand Four Hundred Dollars (\$4,400.00) per month.

12. From on or about September 01, 2020 to May 23, 2021, I was paid a flat compensation rate at a rate of Four Thousand Dollars (\$4,000.00) per month.

13. At all relevant times during my employment I was not paid overtime pay for my overtime work I did.

14. At all relevant times during my employment I was never informed of my hourly rate or any tip deductions towards the minimum wage.

15. At all relevant times throughout my employment, I was not given a statement of my weekly payment reflecting employee's name, employer's address and telephone number, employee's rate of pay, any deductions made from employee's wages, any allowance claimed as part of the minimum wage, and the employee's gross and net wages for each pay day in Chinese, my native language.

16. Throughout my employment, I was not compensated at least one-and-a-half of my promised hourly wage for all hours that I worked over forty (40) in each workweek.

***Corporate Defendants Constitute as a Enterprise***

17. I am aware that there are two other restaurants that the Defendants own in Philadelphia with one being A La Mousse located at 145 North 11th Street Philadelphia, PA 19107, and Spice 28 located at 1228 Chestnut Street Philadelphia, PA 19107.

18. Restaurants Spice 28 and Bai Wei shared materials and ingredients such as noodles and other food ingredients.

19. Further a coworker of mine that was a waiter at Spice 28 moved to Bai Wei and became a waiter there.

20. Additionally, when there was a power outage at Bai Wei the workers all went to Spice 28 for dinner and the dinner was free.

21. Restaurants Bai Wei and A La Mouse also shared materials and ingredients such as eggs and oil and this would happen at least once or twice a week.

22. Additionally a coworker of mine that worked at Bai Wei was dispatched to work at A La Mouse as a pastry chef helper.

23. Further, the kitchen workers at Bai Wei would always cook daily meals for the staff of the A La Mousse.

24. Additionally, when a customer ordered a cake at Bai Wei the waitstaff at Bai Wei would go to A La Mousse pick up the cake and the charge of the cake would appear on the Bai Wei bill.

***Co-Worker Information***

25. During the course of my employment I witnessed that other workers that were employed by Defendants were also treated unfairly and unjust.

26. During my employment I befriended some of these workers and talked to them about work and some of the people I spoke with also suffered same practices and policy of Defendants.

27. Specifically my co-workers were also not paid overtime and minimum wages, were not informed of any tip reductions, and were not furnished any wage statement with their weekly payment reflecting employee's name, employee's address and telephone number, employee's rate or rates of pay, any deductions made from employee's wages, any allowances claimed as a part of the minimum wage and the employee's gross and net wage for each pay day in their native language.

28. These coworkers' details are included as follows:

**ZHU TAO**

29. ZHU TAO is a Chef that worked with me at Bai Wei Restaurant from on or around August 26, 2018 to March 2019.

30. ZHU TAO is around 55 years old and is a Chinese man that is 5'5" and has an average build.

31. ZHU TAO worked the same schedule as I worked meaning that he six (6) days per week and around seventy (70) hours per week. I know this for we would arrive and leave at the same time.

32. ZHU TAO was paid around four thousand five hundred (\$4,500.00) per month from the defendants. I know this because we talked about how much everyone got paid when the boss would hand out the checks and he told me how much he got paid.

### **QIN XIAO FENG**

33. QIN XIAO FENG is a Stir Fry Chef that worked with me at Bai Wei Restaurant from on or around August 28, 2018 to February 2019.

34. QIN XIAO FENG is around 40 years old and is a Chinese man that is 5'4" and has an average build.

35. QIN XIAO FENG worked the same schedule as I worked meaning that he worked six (6) days per week and around seventy (70) hours per week. I know this for we would arrive and leave at the same time.

36. QIN XIAO FENG was paid around four thousand dollars (\$4,000.00) per month from the defendants. I know this because we talked about how much everyone got paid when the boss would hand out the checks and he told me how much he got paid.

### **GE**

37. GE is a Food Prep that worked with me at Bai Wei Restaurant from on or about 2018 for about half a year and then went back to China.

38. GE is a around 57 years old and is a Chinese man that is 5'7" and has a slightly larger build.

39. GE worked the same schedule as I worked meaning that he worked six (6) days per week and around Seventy (70) Hours per week. I know this for we would arrive and leave at the same time

40. GE was paid around three thousand dollars (\$3,000.00) per month from the Defendant. I know this because we talked about how much everyone got paid when the boss would hand out the checks and he told me how much he got paid.

### **WANG**

41. WANG is a Chef that makes Soup Dumplings that worked with me at Bai Wei restaurant from 2016 till today.

42. WANG is around 57 years old and is a Fujian Chinese woman that is 5'7" and has a slightly larger build.

43. WANG worked the same hours as I worked meaning that she worked six (6) days per week and around seventy (70) hours per week. I know this or we would arrive and leave at the same time

44. WANG was paid around three thousand (\$3,000.00) per month from the Defendants.

### **MEAGAN**

45. MEAGAN is a waitress that worked with me at Bai Wei restaurant that was working there around the same time when the restaurant was still called Sakura Mandarin and still was working there when I left.

46. MEAGAN is around 40 years old and is a Fujian Chinese woman that is around 5'0" and has long hair and an average build.

47. MEAGAN would work around the same hours as the kitchen staff worked.

**WAITER**

48. I'm not sure of the persons name but I know that they worked as a waiter with me at Bai Wei from August 2018 for a couple of months.

49. WAITER also worked at Spice 28 as well in addition to working at Bai Wei.

50. WAITER is around 30 years old and is a Fujian Chinese man that is 5'5" and has an average build.

51. WAITER would work the same hours as the kitchen staff worked.

**LIN**

52. LIN is a chef that worked with me at Bai Wei Restaurant during the time that the restaurant was called Sakura Mandarin. He worked there for about 7 to 8 years before the name was changed to Bai Wei.

53. LIN is around 60 years old and is a Fujian Chinese man that is 5'4" and has an average build.

54. LIN worked the same amount of hours as me meaning that he would work six (6) days per week and on average (70) hours per week. I know this for we usually came and left at the same time.

**HE**

55. HE is the head chef that worked with me at Bai Wei Restaurant during the time that the restaurant changed to Bai Wei. He worked there up until two months before I decided to leave.

56. HE is around 42 years old and is a man.

57. HE worked the same hours as me meaning that he would work six (6) days per week and on average sevety (70) hours per week. I know this for we usually came and left at the same time.

58. I sincerely hope that this Court would allow me to represent the interest of my coworkers in this action. The Defendants exploited me and my coworkers, and it is my hope that we will be permitted to recover wages that we are owned.

59. This document has been translated to me in my native language of Chinese, and I fully comprehend the contents

I told Chang, Shen Ning what to write in my affidavit on February 16, 2022 in Mandarin Chinese language. Chang, Shen Ning wrote down what I said in English. Chang, Shen Ning then translated the English affidavit back to me in Mandarin Chinese language. I told Chang, Shen Ning that I fully comprehend the contents of the document. I have signed it as it was translated to me in Mandarin Chinese language, and I confirm the truth and accuracy of each statement of my Affidavit in Support of Motion for Conditional Collective Certification in Mandarin Chinese.

Dated: February 16, 2022

Ye Ming Huang  
Ye Ming Huang

#### DECLARATION

I, Chang, Shen Ning, hereby declare the following, pursuant to 28 U.S.C. § 1746:

I am fluent in Mandarin Chinese and English. I have provided a true and accurate translation of the above document entitled, "Plaintiff's Affidavit in Support of Plaintiff's Motion for Conditional Collective Certification."

Ye Ming Huang, told me what to write in his affidavit on February 16, 2022 in the Chinese language. I wrote down what he said in English. I then translated the English affidavit back to him the Chinese language. Ye Ming Huang told me that he fully comprehends the content of the document. Ye Ming Huang signed it as it was translated to him in Chinese language, and he, confirmed the truth and accuracy of each statement in the Affidavit in Support of Motion for Conditional Collective Certification.

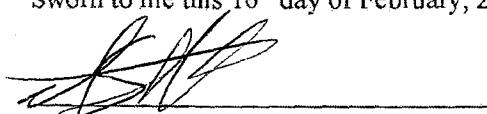
I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 16, 2022

Flushing, New York

Chang, Shen Ning

Sworn to me this 16<sup>th</sup> day of February, 2021



Notary Public

JOHN TROY  
Notary Public, State of New York  
No. 02TR6121824  
Qualified in Queens County  
Commission Expires April 12, 2025

YIGE CHEN  
Notary Public, State of New York  
No. 02CH6423018  
Qualified in Queens County  
Commission Expires October 04, 2025

AARON B. SCHWEITZER  
Notary Public, State of New York  
No. 02SC6380865  
Qualified in Nassau County  
Commission Expires September 17, 2022

TIFFANY TROY  
Notary Public, State of New York  
No. 02TR6419683  
Qualified in Queens County  
Commission Expires July 12, 2025